

WESTERN MASTER CONTRACT HAUL and OILFIELD AGREEMENT

BETWEEN:

BURNER ENERGY SERVICES LTD.
(hereinafter referred to as the Company)
OF THE FIRST PART

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
for Alberta and Northwest Territories
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the Union)
OF THE SECOND PART.

Expires November 30th 2023

TABLE OF CONTENTS

INTENT and PURPOSE	2
SCOPE of THIS AGREEMENT	2
UNION SECURITY	3
DEDUCTION of UNION DUES	3
MANAGEMENT RIGHTS	4
GRIEVANCE PROCEDURE	4
RATES of PAY, and JOB CLASSIFICATIONS	5
SENIORITY	6
SAFETY and HEALTH	6
GENERAL HOLIDAYS	7
ANNUAL VACATION WITH PAY	7
GENERAL WORKING CONDITIONS	8
LEAVES of ABSENCE	8
NO STRIKE - NO LOCKOUT	11
VALIDITY of ARTICLES	11
HEALTH & WELFARE PROTECTION	11
MAINTENANCE OF ACTIVITIES	11
MENTAL HEALTH AWARENESS	12
TERMINATION and AMENDMENTS	12
APPENDIX "A"	13
Wage Rates for Hourly Rated Employees	13
APPENDIX "B"	15
Rates of Pay for Shop Employees	15
APPENDIX "C"	16
Health and Welfare Plan	16
APPENDIX "D"	17
Advancement Fund	17
APPENDIX "E"	18
Pension Plan	18
LETTER OF UNDERSTANDING #1	19

WITNESSETH THAT in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto have agreed as follows:

ARTICLE NO. 1 - INTENT and PURPOSE

It is the intent and purpose of the Parties hereto that this Agreement will promote and improve harmonious labour relations, and facilitate the peaceful adjustment of differences between the Company and the employees covered by the terms of this Agreement; and set forth herein the Agreement covering the rates of pay, hours of work, and working conditions to be observed.

ARTICLE NO. 2 – SCOPE of THIS AGREEMENT

- a) This Agreement shall apply to all Union employees as enumerated.
- b) All Union employees working for the Company as enumerated in the following Appendices hereunto annexed and forming part of this Agreement:

Appendix "A" - Hours of work, overtime, classifications, and wage rates of employees of mobile equipment in Oilfield Contract Hauling, and their helpers related thereto.

Appendix "B" - covering hours of work, overtime, classifications and rates of pay for Shop employees.

Appendix "C" - Prairie Teamsters Health and Welfare Plan

Appendix "D" - Teamsters Union/Industry Advancement Fund

Appendix "E" - Prairie Teamsters Pension Plan

- c) In the event the Company engages in work covered by Construction, Road Building, and Pipeline Agreements, it is understood and agreed that the Company, when doing work covered by those Agreements, will become signatory to those Agreements, along with signatory Teamster Unions.
- d) In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings such business or any part thereof will continue to be subject to the terms and conditions of this Agreement for the life thereof.
- e) If the Company is required to hire outside trucks it will endeavour to utilize those Parties that are signatory to a Teamster Collective Agreement, provided that mutually satisfactory arrangements can be made between the Parties. The Company will not hire Owner Operators to perform any work directly for the Company.
- f) All Tri-fuel super heater operators working for Burner Energy Services will be excluded from this Collective Agreement.

ARTICLE NO. 3 – UNION SECURITY

- a) The Company will provide bulletin boards at its terminals on which the Union may post necessary notices to its members.
- b) The Union may appoint or elect Shop Stewards, and will notify the Company in writing of such appointment or election. The Company will recognize Shop Stewards, and will not discriminate against them for lawful Union activity.
- c) Authorized agents of the Union will have access to the Company's establishment, during working hours, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.
- d) The Union recognizes the right of the Company to hire whomever it chooses, subject to the seniority provisions contained herein. The Company will, however give the Union the equal opportunity to refer suitable applicants for employment. The Company will, however give preference to Union members when additional employees are required.
- e) All newly hired employees shall be considered as probationary for the first ninety (90) calendar days from date of hire.

ARTICLE NO. 4 – DEDUCTION of UNION DUES

- a) The Employer must deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer must deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union by means of electronic funds transfer (EFT) on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer must, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code and date of hire.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code and date of hire;
- Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

- b) Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union checkoff, before same is mailed to the Union Office. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month of employment until the Local Union Initiation is fully paid.
- c) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Local Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Local Union's Constitution and/or By-Laws.
- d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Local Union's By-Laws, owing by the said employees hereunder to the said Local Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the twentieth (20th) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and/or assessments were levied in accordance with the Local Union's By-Laws.
- e) The Local Union will forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Local Union.
- f) At the beginning of each year, the Employer shall provide a schedule to all employees detailing the pay periods in which Union dues will be deducted.

ARTICLE NO. 5. – MANAGEMENT RIGHTS

- a) The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with this Agreement.
- b) The Company will always have the right to hire; and to discipline, demote or discharge employees for proper cause.
- c) No Employee will be required to enter in, nor will the Company pursue with individual employees, any written or verbal agreement that is inconsistent with the terms of this Collective Agreement. For greater clarity, nothing in this section limits the Company's management rights.

ARTICLE NO. 6 – GRIEVANCE PROCEDURE

All questions, disputes, and controversies arising under this Agreement or any supplement thereto, will be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement will be as follows:

STEP 1 - Any grievance of an employee will first be taken up between such employee and his immediate Supervisor.

Time limit to institute a grievance:

- a) termination or layoff – ten (10) days
- b) all others – thirty (30) days

STEP 2 - Failing settlement under Step 1, the employee must present his grievance in writing to the Local Union, and such grievance will be taken up between the representative of the Local and the immediate Supervisor.

STEP 3 - Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2, the grieving party will reduce his grievance to writing, and it will be referred to and taken up between a representative of the Union and the Company representative authorized by the Company.

STEP 4 - If the Grievance is not settled at Step 3, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P) to render a decision. The Parties agree that such decision will be binding however will not set precedent in any future Grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties.

Should the Parties not reach a mutual agreement, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne by the Union and by the Company.

The time limits stated in this Article may be extended by mutual consent of the Company and the Union.

ARTICLE NO. 7 – RATES of PAY, and JOB CLASSIFICATIONS

- a) Special rates of pay for any new operations, areas, or job classification will be subject to negotiation, provided that the Company will pay the area rate until the new rate or job classification is agreed upon. The Company agrees to advise the Union office of any such rate within ten (10) days of its establishment, and if no written Union representation is made within thirty (30) days of such notification, the rate will be deemed agreed upon. If no agreement is reached within sixty (60) days of receipt of such written representation, the Union may process a grievance under the Grievance Procedure, commencing with Step 3.
- b) It is understood and agreed that such new rate will be retroactive to the date the new operation, area, or job classification was instituted.

ARTICLE NO. 8 – SENIORITY

- a) Seniority shall be based on the length of continuous service an Employee has been on the payroll within the Bargaining Unit under this certification.

For the purpose of the administration of seniority provision, seniority will be applied on a company wide basis.

- b) The principle of seniority will be maintained in the reduction and restoration of the working force, providing the senior employee is capable of performing the remaining job.
- c) Seniority will be lost for one or more of the following reasons:
- i. voluntary resignation
 - ii. discharge for just cause
 - iii. layoff for more than one year
 - iv. failure to return to work after layoff within seven (7) days, where the Company has notified the employee, by Registered Mail at his last known address, to return to work.
- d) Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority will prevail in the appointments to new jobs or vacancies and except by mutual agreement of the Parties hereto, for the purpose of shift preferential on established shifts. Starting time preference will be given to senior employees on established shifts, and operators of mobile equipment will be given preference. Except where a job or shift has been discontinued, there shall be no job or shift bumping privileges. Senior employees shall be given presence to fill vacancies on differential rated equipment, if qualified.

ARTICLE NO. 9 – SAFETY and HEALTH

- a) The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company will pay the cost of such examination and the employees time to take the examination. This will include any doctor's notes that are requested by the employer. Drivers that have completed one (1) or more years of employment with the Company, and who are required to take government physical or medical examinations for the purpose of their Vehicle Operators' License, will upon receipt of their doctor's report, make it available to the Company for copying. The Company will then reimburse the driver full cost of such physical examination upon presentation of a receipt showing the driver has paid for such examination.
- b) It is to the mutual advantage of both the Company and the employee that employees will not operate vehicles which are not in safe operating condition. It will not be a cause for discipline if a driver refuses to operate any vehicle that he believes is not safe. It will be the duty of the employee to report promptly in writing to the Company on all defects in equipment. The previous trip's cry-sheet will be made available upon request to the employee dispatched on any specific unit.
- c) The Company agrees to supply, at no cost to the employee, fire retardant coveralls, where required on specified sites. The Company agrees to supply coveralls on an exchange basis to all employees on a worn/damaged basis.

ARTICLE NO. 10 – GENERAL HOLIDAYS

- a) Every employee will be granted Holiday pay of eight (8) hours at work time rate, on each of the following General Holidays falling within any period of his employment.

All employees are entitled to have any of these twelve (12) paid holidays.

- b)

New Year's Day	Labour Day	Family Day
Canada Day	Christmas Day	Boxing Day
Remembrance Day	Victoria Day	Good Friday
Civic Day	Thanksgiving Day	Truth and Reconciliation Day
- c) When an employee is required to work on a General Holiday, he will be notified not later than 3:00 p.m. the day previous to the Holiday.
- d) If the Federal or Provincial government declares an additional Statutory Holiday, the Company agrees to pay according to Article No. 10, Section a).

ARTICLE NO. 11 – ANNUAL VACATION WITH PAY

Every employee is entitled to, and will be granted, a vacation with pay as follows:

- a) Two (2) weeks' vacation with pay after the completion of each year of service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages for the employee during the year in which he qualified for such vacation.
- b) Employees who have completed four (4) years of service with the Company will receive in the next succeeding year of employment, and each year thereafter, three (3) weeks' vacation with pay in an amount equal to six percent (6%) of the gross wages of that employee during the year in which he qualified for such vacation.
- c) Employees who have completed eight (8) years of service with the Company will receive in the next succeeding year of employment, and each year thereafter, four (4) weeks' vacation with pay in an amount equal to eight percent (8%) of the gross wages of that employee during the year in which he qualified for such vacation.
- d) Employees who have completed fifteen (15) years of service with the Company will receive in the next succeeding year of employment, and each year thereafter, five (5) weeks' vacation with pay in an amount equal to ten percent (10%) of the gross wages of that employee during the year in which he qualified for such vacation.
- e) Employees who have completed twenty (20) years of service with the Company will receive in the next succeeding year of employment, and each year thereafter, six (6) weeks' vacation with pay in an amount equal to twelve percent (12%) of the gross wages of that employee during the year in which he qualified for such vacation.
- f) Vacation schedules will be prepared by the Company as far in advance as practicable. All employee requests shall be recognized, if operating conditions allow, vacations will be granted on the basis of seniority.

- g) An employee laid off or leaving the Company before the completion of a full year of service, will be entitled to a pro-rated vacation with pay computed on the same percentage of his gross wages during the portion of the year worked.

ARTICLE NO. 12 – GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later.
- c) When an employee starts his work shift at the regular rate, the employee will not be paid less than the regular rate for the complete day unless the work performed is at the applicable shop rate for the employee.
- d) Provided regular shop employees do not lose wages, drivers can be used in the shop during slack seasons, and paid the rate they qualify in. All shop time worked by employees who do not normally work in the shop will be approved by the employer before commencement of work.
- e) Wherever possible, overtime will be distributed evenly considering seniority.
- f) Applications for leave of absence without pay, when in writing, may be granted at the discretion of the Company.
- g) All employees will be paid for all time spent in the employment of the Company.
- h) The Company will provide bulletin boards at its terminals, on which the Union may post necessary notices to its Members
- i) Employees will observe the simple rules of cleanliness and good housekeeping in the Employers facilities, and segregated facilities for female employees will be provided where necessary.
- j) When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting will be considered as time worked and will be paid in accordance with the Collective Agreement.

The Employer upon prior approval will reimburse those employees who have taken an approved CPR, First Aid Course, etc., and provide proof of successful completion of same.
- k) The Employer agrees to not incorporate driverless power unit (trucks) technology within the bargaining unit, however, should the Employer introduce technology change by altering methods, procedures, or processes and if such change will displace Employees in the bargaining unit, the Employer will notify the Union.

ARTICLE NO. 13 – LEAVES of ABSENCE

- a) The Employer will allow time off work, without pay, to any employee who is serving as a Local Union delegate to any conference or function, provided all requests for time are made by the Union in writing within seven (7) days' notice. No Employee who acts within the scope of this clause will be discriminated against for so acting.

- b) During an authorized or unpaid Leave of Absence, an Employee will maintain and accrue seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Local Union Office, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Local Union Office, for a period of up to thirty (30) calendar days. Under such unpaid Leave, the Employee will retain and accrue seniority only. Such requests for Leave of Absence will not be unreasonably denied.
- d) Such Leave may be extended for an additional period of up to thirty (30) calendar days, without pay, when approved by both the Employer and the Local Union Office, in writing, and seniority will accrue during such extension. Such request for extension must be made in writing at least (7) calendar days prior to the expiration of the original leave.
- e) Any Employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Local Union will forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she will no longer be considered an Employee of the Employer.
- f) An Employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An Employee who is hired by the Local Union will be granted an unpaid Leave of Absence from the Employer for a period not to exceed three hundred and sixty five (365) calendar days. The Employee will continue to accrue seniority during such Leave. At the expiration of the three hundred and sixty five (365) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least ten (10) working days in advance, and the Employer must reply to the said Leave of Absence within five (5) working days of the request.
- i) Bereavement Leave - - In the case of death in the immediate family, (mother, father, spouse, common-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children, step parents, grandchildren, grandparents, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides) upon notification to the Employer, the affected employee will be granted four (4) days Leave of Absence with pay. The Employer will grant an additional leave-of-absence of seven (7) consecutive days without pay to attend the funeral if the funeral occurs outside of a seven hundred kilometers (700 kms) radius of the employee's normal work location.

The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in their immediate family while working, they will be relieved from duty and paid for the balance of his shift.

In the event of the death of a family member not covered above or any relative who resides permanently with the Employee or with whom the Employee resides, upon notification to the Employer, the affected Employee will be granted up to four (4) days Leave of Absence without pay.

- j) Jury Duty - All time lost by an Employee on his regular work day due to necessary attendance on any court proceedings when subpoenaed as a witness or juror will be paid for at the rate of pay applicable to said Employee. Once an Employee is released from witness duty, he/she will be returned to the job classification and pay rate they were on, prior to such duty. All witness payments received by the Employee from courts or otherwise will be reimbursed to the Employer, by endorsement of witness fees to the Employer. The Employee must be returned to his regular assignment that he/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No Employee's work or shift will be changed to avoid payment as set out above and the above.

In the event an Employee is subpoenaed to attend court on his/her day off, on Employer related business only, the Employer will reschedule that employee's shift.

- k) Maternity Leave - will be as defined and outlined in the Canada Labour Code. The Employee will give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence the Leave. Where an Employee intends to resume her employment with the Employer upon expiration of the Leave, the Employer will reinstate her to her former position at not less than the same wages and benefits.

In the event the employee wishes to extend her Maternity Leave, she will be granted a Leave of Absence without pay for a period not to exceed sixty (60) calendar days, provided that the employee provides the Employer for the foregoing four (4) weeks written notice of her intention to do so and stating her intended date of return to work.

- l) Paternity Leave - an Employee whose partner has given birth will be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Upon request, an employee will be granted an additional three (3) days Leave without pay to be taken in conjunction with the foregoing.
- m) Marriage Leave - The Employer will grant, upon written request, up to five (5) consecutive unpaid days off for an Employee to attend his/her own wedding.
- n) Special Medical Leave - where an Employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer will grant such unpaid time off, providing the Employee has requested such time off at least seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellation.
- o) Personal leave (paid and unpaid)

As an employee, you are entitled to up to five (5) days of personal leave per calendar year, of which three (3), eight (8) hour days will be paid at your regular rate of pay.

to;

- Treat an injury or illness;
- Take care of health obligations for any member of your family or care for them;
- Take care of obligations related to the education of any family member under age of eighteen (18);
- Manage any urgent situation that concerns you or a family member;
- Attend your citizenship ceremony under the Citizenship Act, or;
- Manage any other situation prescribed by regulation.

You can take this leave over more than one (1) period, however your Employer may require that each period be at least one (1) day.

Your Employer may request that you provide supporting documents concerning the reasons for the leave. Your Employer may request this up to fifteen (15) days after your return to work. You must provide supporting documents if it is possible to obtain and provide them.

If you have three (3) consecutive months on continuous employment with the same Employer, the first three (3) days of leave are paid. If your salary varies from one day to another or you receive pay on a basis other than an hourly rate, you must receive the average of your daily earnings, exclusive of overtime hours, for the twenty (20) days you have worked immediately before the first day of leave.

ARTICLE NO. 14 – NO STRIKE – NO LOCKOUT

- a) During the life of this Agreement, there shall be no lockout by the Company, or any strike, sit-down, slow-down, work stoppage, or suspension of work, (either complete or partial), for any reason, by the Union.
- b) It shall not be a violation of this Agreement, or cause for discipline of any employee in the performance of his duties to refuse to cross a picket line.

ARTICLE NO. 15 – VALIDITY of ARTICLES

- a) If any Articles or Sections of this contract, or of any supplement hereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any supplement thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.

ARTICLE NO. 16 – HEALTH & WELFARE PROTECTION

- a) When an employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare premiums and Union dues for a maximum of three (3) months, so that at all times the employee will be protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Company will deduct from his earnings any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union will then reimburse the Company for said amount.
- b) The employee will be notified when he is three (3) months in arrears, and the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) Parties.

ARTICLE NO. 17 – MAINTENANCE OF ACTIVITIES

Presently effective local customs or practices, written or oral, which are not specifically covered by provisions of this Agreement and which are not in conflict with its provisions, shall remain in effect during the term of this Agreement. Presently effective local customs or practices, written or oral, which provide benefits in excess of the specific benefits provided for through the provisions of this Agreement shall be continued for the term of this Agreement unless altered by mutual agreement.

ARTICLE NO. 18 – MENTAL HEALTH AWARENESS

The Employer agrees to participate in the promotion of Mental Health Awareness of Employees in the workplace. The Employer agrees to participate in cost sharing of the CMHA "Safe and Sound" seminar to the maximum expenditure of one thousand five hundred dollars (\$1500.00) once in the term of the Agreement

ARTICLE NO. 19 – TERMINATION and AMENDMENTS

- a) This Agreement will be in full force and effect as of the first (1st) day December 2020, and continue in full force and effect through the thirtieth (30th) day of November 2023, and from year to year thereafter, except as hereinafter provided.
- b) Either Party may terminate this Agreement on any anniversary date, by notice in writing to the other Party, not less than ninety (90) days prior to such anniversary date.

SIGNED THIS 25 DAY OF May, 2022

ON BEHALF OF THE COMPANY:
Burner Energy Services LTD.



Reid Henriksen, Director of Operations

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362



Chance Hryciuk, Vice President &
Business Agent



Clint Campbell, Business Agent

APPENDIX "A"

HOURS OF WORK, OVERTIME, CLASSIFICATIONS, and WAGE RATES for HOURLY RATED EMPLOYEES OF MOBILE EQUIPMENT in OILFIELD and CONTRACT HAULING, and THEIR HELPERS RELATED THERETO - OTHER THAN THOSE EMPLOYEES REFERRED TO IN APPENDIX "B" AND "C"

a) **Regular Hours of Work and Overtime Conditions**

Daily maximum – nine (9) hours
 Weekly maximum – forty-five (45) hours

All hours worked in excess of the maximums will be paid for at the rate of one and one-half (1 ½) times.

b) All hours worked on a General Holiday will be paid for at the rate of time and one-half (1 ½), plus eight (8) hours for the General Holiday which will be paid for in any event.

c) **Reporting Guarantee** - When an employee is called, and reports for duty, on his regular scheduled work day he will be guaranteed a minimum of four (4) hours work and/or pay. If he works in excess of four (4) hours, he will be guaranteed eight (8) hours work or pay.

d) **Wage Classifications** - Employees will be paid not less than the wage rate for their classification in the area such work is performed.

Classification	Current
Winch Truck - Senior Operator	\$35.50
Winch Truck - Operator	\$34.00
Lowboy - Senior Operator	\$35.50
Lowboy - Operator	\$33.00
Hiboy - Step Deck - Super B - Van	\$33.50
Boom Truck	\$37.00

Date of Ratification – sixty-one cents (\$0.61) per mile

MILEAGE RATES	PER MILE
Date of Ratification	\$0.61
November 30, 2022	\$0.61
November 30, 2023	\$0.61

The following premiums will apply for the following mileage conditions

Drops	\$68.00 per drop
Pickups	\$102.00 per pickup
Tarping (Flat Rate Per Trip)	\$150.00

Effective November 1, 2023, the Company and the Union agree to meet on or about November 1 during each year of the Agreement to discuss a wage renegotiation. If the Parties cannot agree on wage rates the wage renegotiation will be subject to Article No. 6 of this Collective Agreement. Where a wage increase is agreed upon or decided through use of Article No. 6 the increase will be effective January 1 of the following year.

All current employees, as of November 16, 2018, who are paid greater than the established rates as per the Collective Agreement, will be honored for the life of this Agreement.

Lead Hand - Will be paid at two dollars (\$2.00) above the appropriate rate.

NOTE: - Drivers will be paid an additional amount when pulling multi-wheel trailing equipment, as follows:

9-10 axle	\$2.00
More than 10 axle	\$2.50

- e) Provided regular shop employees do not lose wages, drivers can be used in the shop and paid the following rate: All shop time worked by employees who do not normally work in the shop will be approved by the employer before commencement of work.

Employees will be paid a rate of twenty-five dollars (\$25.00) per hour straight time, for time spent maintaining their assigned vehicle.

- f) **Call-out and Call-back** - any employee who is called out to work on a regular work day will be paid not less than eight (8) hours wages. Any employee who is called out to work on an overtime day will be guaranteed four (4) hours pay, and if he works in excess of four (4) hours, he will be guaranteed six (6) hours pay.

Any employee reporting for duty on a call-back basis will be guaranteed a minimum of four (4) hours pay at the overtime rate, but after completion of the duty he was called for, he may book off with a minimum of two (2) hours pay.

- g) **Flat Rate Job/Non Contract Haul Work** - The following compensation refers to the optional work, not regularly performed by the employer. This will be offered on a voluntary basis in accordance with Article No. 12 c). Overtime provision as described in Section a) and b) will not apply when an Employee chooses to perform Flat Rate Job work. The Employer agrees to not intermingle regular driver duties with Flat Rate Job work in a manner which intervenes with the intent of the overtime provisions in Section a) and b). All other Articles and Sections of the Collective Agreement remain in full force and effect. Any work paid under this provision will be clearly outlined in advance of the trip on the paid stub and so that all employees will clearly understand what they are being paid. Any newly hired employees will be clearly explained any and all applicable pay rates prior to hiring the employee.

APPENDIX "B"

COVERING HOURS of WORK and OVERTIME, CLASSIFICATIONS, and RATES of PAY for SHOP EMPLOYEES

a) **Hours of Work**

The work week will consist of five (5), eight (8) hour days.

Should additional shifts be required, seven and one-half (7 ½) hours work will constitute the second shift for which eight (8) hours wages will be paid. Seven (7) hours work will constitute the third shift for which eight (8) hours wages will be paid. Shift differential shall be paid on straight time shifts at regular rates, on overtime shifts at the applicable overtime rates.

Second and third shifts will not commence more than one-half (1/2) hour earlier than the end of the previous shift.

Should the Company wish to have a three (3) shift operation, the work week may start at 12:01 a.m. Monday. Any subsequent changes in the work week will be by mutual agreement.

b) **Overtime** - All hours worked outside regular hours as outlined in a) above, will be paid for as follows:

1. Monday to Friday - first two (2) hours of overtime - time and one-half (1 ½), thereafter double time (2x).
2. Saturday, Sunday, and General Holidays - double time (2x) for all hours worked.

c) **Call-out and Call-back** - Any employee who is called out to work on a regular work day will be paid not less than eight (8) hours wages. Any employee who is called out to work on an overtime day, will be guaranteed four (4) hours pay, and if they work in excess of four (4) hours, they will be guaranteed six (6) hours pay.

Any employee reporting for duty on a call-back basis, will be guaranteed a minimum of four (4) hours pay at the overtime rate, but after completion of duty that they were called for, they may book off with a minimum of two (2) hours pay.

d) **Tool Allowance** - Upon completion of one (1) years employment from the effective date of this agreement and each year thereafter, a yearly tool allowance for replacement and acquisition of upgraded tools of five hundred dollars (\$500.00) per year payable upon receipt of a related invoice

APPENDIX "C"

HEALTH and WELFARE PLAN

1. The Company will provide the Prairie Teamsters Health and Welfare Plan to all employees or members of the Union and eligible dependents coming under the jurisdiction of Local Union No.362.
2. Any member of the Union who is employed by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following that month in which he became an employee.
3. All new hires shall qualify for Health and Welfare benefits as described in the appropriate schedules contained in the benefits plan document of the appropriate Local Union.
4. It shall be the Union's responsibility to supply all necessary enrolment forms to the Company
5. The cost of the Plan shall be borne by the Company. The Company shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to the applicable carriers.
6. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf, and on the due date, that being the tenth (10th) day of each month and will forward all enrolment and claim forms completed by employees.

APPENDIX "D"

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund will be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company will make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee.

Payment of said funds will be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Locals.

APPENDIX "E"

PENSION PLAN -TEAMSTERS PRAIRIE PROVINCES PENSION PLAN

1. The Company will contribute one dollar and fifty cents (\$1.50) per hour worked for every employee. The Employee shall join the Plan on the first day of the month immediately following that month in which they became an employee.
2. Contributions and remittances will be remitted monthly by the 15th of the following month to which they refer, together with a form supplied by the Union, which will provide full instructions.
3. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Funds will be dealt with as follows:
 - i. The Union will advise the Company, in writing, of any delinquency.
4. If the Company has failed to respond within forty-eight hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Union may then request a meeting with the Company to provide for payment of funds.
5. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.
6. All employees who are seventy-one (71) years of age or older, will have pension contributions remitted to the Teamsters Prairie Provinces Pension Plan (T4P) only until December 31st in the year they turn seventy-one (71). Effective January 1st of the year following the year an employee turns seventy-one (71), all pension contributions, as outlined in this Article, will be directed to a separate non-registered account for the employee's personal use. These contributions will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions.

Employees can make arrangements with the Company regarding their ongoing access to these funds, within the first three (3) months of the year in which the transition period from the Pension Plan to a non-registered account occurs.

LETTER OF UNDERSTANDING #1

BETWEEN: Burner Energy Services LTD.
Hereinafter referred to as the "Company"

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
Hereinafter referred to as the "Union"

The Parties hereto agree that any work performed for any contractor who is signatory to the Teamsters Mainline Pipeline Agreement will be reported in writing, by fax or by mail, to General Teamsters Local Union No. 362 Sherwood Park office on a monthly basis. Any loads not reported will be subject to the Grievance Procedure contained in this Agreement.

SIGNED THIS 25 DAY OF May, 2022

ON BEHALF OF THE COMPANY:
Burner Energy Services LTD.



Reid Henriksen, Director of Operations

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362



Chance Hrycun, Vice President &
Business Agent



Clint Campbell, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: BURNER ENERGY SERVICES LTD.
Hereinafter referred to as the "Company"

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
Hereinafter referred to as the "Union"

Under Article No. 2, Sub-section e), the Parties hereby agree that, effective upon the date of signing this Letter of Understanding, the Company may seek to add Third Party/Outside Vendors to their fleet as a temporary measure. It is understood that each Third Party/Outside Vendor will be vetted by the Business Agent assigned to this Collective Bargaining Agreement prior to the utilization of that Third Party/Outside Vendor.

Further to the above, the other conditions of this Letter of Understanding are:

- The Company will pay to the Union, monthly permit fees of two-hundred and fifty dollars (\$250.00) for each Third Party/Outside Vendor; and;
- The Terms and Conditions of this Letter of Understanding shall not supersede the Collective Bargaining Agreement, nor will this Letter of Understanding be used as a tool to attempt to evade any Terms and Conditions listed in the Collective Bargaining Agreement;
- After ninety (90) days of employment with the Company, each Third Party/Outside Vendor will have a deduction off their first pay of each month, equal to the highest paid Member's dues, remitted to the Local Union in the same fashion as Article No. 4 and;
- As per Appendix "C" and "E", the month following of which the Third Party/Outside Vendor has ninety (90) days of employment with the Company, the Company will provide the Prairie Teamsters Health and Welfare Plan and Teamsters Prairie Provinces Pension Plan to the Third Party/Vendor and employees of Third Party/Outside Vendors;
- After ninety days (90), all Third Party/Outside Vendors will be seen as "BURNER ENERGY SERVICES LTD.". Trucks/equipment, and appropriate logos will be added to their trucks after that timeline;
- Under no circumstances will the ratio of Third Party/Outside Vendor's ever exceed forty percent (40%) of Company employees;
- Under no circumstances will any Third Party/Outside Vendor perform any work under the Teamsters Pipeline Mainline Agreement and/or the Teamsters Industrial Contractors Association Agreement (ICA) or any other pipeline maintenance contract signatory to the Teamsters.

This Letter of Understanding expires one (1) year from the date of signing below, or with two (2) weeks written notice by either Party.


SIGNED THIS 31 DAY OF May, 2022

ON BEHALF OF THE COMPANY:
Burner Energy Services Ltd.



Reid Hennksen, Director of Operations

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362



Clint Campbell, Business Agent